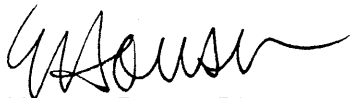


Memorandum

To : Ramon J. Hirsig,
Executive Director

Date : July 2, 2009

From : 
Liz Houser, Deputy Director
Administration Department

Subject : **APPROVAL OF CONTRACT OVER \$1 MILLION**

Your approval is requested to place an Administrative Agenda item before the Board at the July 21, 2009, Board Meeting.

Routine renewal of an Interagency Agreement that expired June 30, 2009:

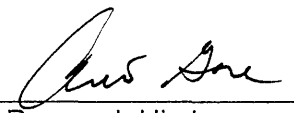
- Interagency Agreement #09-018 – Dept. of Technology Services

Because this Agreement exceeds \$1 million, Board Member approval is required. Attached is a short description of the services to be provided by this Agreement. Also attached is the final 2009-10 Agreement with the Department of Technology Services.

With your approval, the Board Proceedings Division will place this item on the Public Agenda Notice and provide a copy of the attachments to each Board Member. If you have any questions or wish to discuss the Board's contracts further, please call Suzan Bills at 327-9517.

LH:kw

Attachments

Approved 

Ramon J. Hirsig
Executive Director

BOARD APPROVED

At the _____ Board Meeting

Diane Olson, Chief
Board Proceedings Division

Board of Equalization
Proposed Contracts
Over \$1 Million

Contractor	Start Date	Expire Date	Estimated Total Cost	Purpose
Technology Services Department of	7/1/2009	6/30/2010	\$10,800,000	<p>Multiple data processing services from the consolidated data center for FY 09-10 (Routine Renewal).</p> <p>Mainframe data processing services to run application programs; UNIX data processing services to run the ACMS systems; network services to interconnect BOE users statewide; network services to connect the BOE to other state agencies and the internet; BOE website services; operations recovery services; equipment leasing.</p> <p>A copy of the 09-10 Interagency Agreement is attached for your review and approval. Once approved, signatures will be obtained for a fully executed Agreement.</p>

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	STATE AGENCY NUMBER	
9I-1009-BOE-HQ1	09-018	
	CONTRACTOR NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Board of Equalization

(hereafter called State)

CONTRACTOR'S NAME

DEPARTMENT OF TECHNOLOGY SERVICES

(hereafter called Contractor)

2. The term of this Agreement is: 07/01/2009 through 6/30/2010

3. The maximum amount \$ **10,800,000.00**
of this Agreement is: **Ten Million Eight Hundred Thousand Dollars and no cents**

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A - Statement of Work	1 page
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit C - General Provisions for Information Technology Interagency Agreements	1 page
Exhibit D - Special Terms and Conditions	3 pages
Exhibit E - Alterations to IAA (if applicable) <input checked="" type="checkbox"/> Check box if attached	8 pages

Exhibit F - Certificate of Compliance With Policies (if applicable)	1 page
Exhibit G - Security Compliance Statement	1 page
Exhibit H - Customer Completion Form	2 pages
Exhibit I - Service Catalog (This document can be reviewed at: http://www.servicecatalog.dts.ca.gov and is hereby incorporated by reference and made part of this agreement as if attached hereto.)	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-003. Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.
DEPARTMENT OF TECHNOLOGY SERVICES		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
M. DRIVER, Chief, Administrative Services Branch		
ADDRESS		
P.O. Box 1810, Rancho Cordova, CA 95741-1810		
STATE OF CALIFORNIA		
AGENCY NAME		
Board of Equalization		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Suzan Bills, Contract Manager		
ADDRESS		
450 N St., MIC 24, Sacramento, CA 95814		

STATEMENT OF WORK

1. This Interagency Agreement (IAA) is entered into by and between **the Board of Equalization** (hereinafter referred to as the "State of California" or "Customer") and the Contractor (hereinafter referred to as the "Department of Technology Services" or "the DTS") for the purpose of obtaining information technology services, materials or equipment. This IAA specifies by whom the work shall be performed and the time for performance including the date of completion, if applicable. If not set forth in the IAA with sufficient specificity, this IAA shall be augmented through the DTS Service Request (SR) process with any resulting mutually agreed upon contractual terms becoming a part of this IAA, as if fully set forth herein. The IAA also provides for payment for these services pursuant to State Administration Manual (SAM) sections 8752-8752.1 and section 3.03 of the State Contracting Manual.
2. The DTS agrees to:
 - A. Provide efficient and effective services to the above-named Customer. In addition, the DTS is committed to provide a high level of quality services. In order to achieve these goals and to ensure a clear understanding of the Customer's business requirements, the DTS provides Customer Representatives to:
 - 1) Maintain a continual working relationship with the Customer.
 - 2) Coordinate joint development of work plans.
 - 3) Develop partnerships to reach shared objectives.
 - B. The DTS management is also available to consult with customers in developing strategies for future information technology projects.
3. The Contract Managers during the term of this IAA are identified in Exhibit H.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Interagency Agreement (IAA) renewal package to the Department of Technology Services (DTS) no later than 90 days prior to the expiration date. In the event a Customer does not return a completed IAA renewal package during the required time frame, the DTS will escalate the matter with Customer agency. Any costs incurred by the DTS on behalf of the Customer after the expiration date will be billed to the Customer and processed by direct transfer.
- B. Customers must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to the DTS via a Service Request form (DTS 098) which is available on DTS' web site at: http://www.dts.ca.gov/custguide/DTS_Customer_Guide.htm. The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Customer invoices will be processed by direct transfer for services billed at the specified rates. Use of services and goods provided by the DTS to the Customer constitutes an obligation and will be paid by direct transfer.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred, and shall agree to amend this Agreement, in writing, to provide payment to the DTS to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the Agreement expiration date. If, after the conclusion of the subject Agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the DTS for services received by the Customer, the Customer shall amend the Agreement, agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. Upon receipt of appropriate invoices for services rendered in accordance with this IAA, the Customer agrees to compensate the DTS for services billed incurred in accordance with the rates specified herein.
- B. Invoices shall include the DTS IAA number and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit H.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this IAA does not appropriate sufficient funds for the program, this IAA shall be of no further force and effect. In this event, the Customer shall have no liability to pay any funds whatsoever to the DTS, or to furnish any other considerations under this IAA, and the DTS shall not be obligated to perform any provisions of this IAA.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the Customer shall have the option to either cancel this IAA with no further liability except as otherwise specified herein, or submit an amendment to reflect the reduced amount.

4. PAYMENT TERMS

- A. Costs for this IAA shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of performance is based upon the DTS' Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the DTS. These rates may be viewed on the DTS' web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- C. The DTS will process Customer invoices by direct transfer. (*See Exhibit H for department information.*)

5. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the DTS in writing within five (5) State business days after receipt/installation of goods or services from another agency/vendor (i.e., equipment, telecommunication lines, and software products). Such notification should be sent to:

Department of Technology Services
Warehouse Receiving at:
warehousereceiving@dts.ca.gov

GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY INTERAGENCY AGREEMENTS

1. **Approval:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **Audit:** The department performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits (BSA), or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000.00. The department performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **Payment:** Costs for this Agreement shall be computed in accordance with State Administrative Manual sections 8752 and 8752.1.
4. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **Sub-contracting:** All sub-contracting must comply with the requirements of the State Contracting Manual section 3.06.
6. **Disputes:** The department performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
7. **Timeliness:** Time is of the essence in this Agreement.

SPECIAL TERMS AND CONDITIONS

1. AUTHORITY TO ENTER INTO AGREEMENT

The Customer hereby warrants and represents that it has the budget and project approvals necessary for the DTS' services covered under this IAA. The Customer further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Customer to fund the expenditures for the DTS' services covered under this IAA. The Customer acknowledges that it is acting in an independent capacity in signing this IAA, and not as agents or employees of the DTS.

2. CONFIDENTIALITY

Based on the specific requirements and intent of Government Code sections 11792-11794, et seq., and sections 4840, et seq., of the State Administrative Manual, the DTS hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that the DTS manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Customer and is made available to the DTS in order to carry out this IAA, will be protected by the DTS from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Customer. The identification of all such confidential data and information, as well as the Customer's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to the DTS by the Customer. The Customer will have the opportunity to review security procedures that are relevant to its data. If the Customer does not provide the DTS with any unique or special procedural requirements for the protection of its data, the Customer will be deemed to have accepted the security procedures used by the DTS. Instructions and/or assistance in excess of four (4) hours in any one month will be charged at the consultant rate itemized in the rate schedule for the DTS services.

3. EXAMINATION AND AUDIT

In accordance with Government Code section 8546.7, the DTS and the Customer jointly agree that the BSA will have the right to review, obtain and copy all records pertaining to performance of the IAA. The DTS and the Customer agree to provide, or otherwise make available to the BSA any relevant information requested and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this IAA. The DTS and the Customer further agree to maintain such records for a period of three (3) years after final settlement under the IAA.

4. COPYRIGHT INFRINGEMENT

Pursuant to Executive Order S-16-04 and section 4841.7 of the State Administrative Manual, the Customer acknowledges that the use of licensed products in violation of a valid licensing agreement could subject the DTS to third-party lawsuits. The Customer, therefore, agrees that it will not duplicate, copy, or otherwise reproduce any proprietary software products supplied pursuant to this IAA without the express written consent of the owner of the software. The Customer further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Customer further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event the DTS is sued by a third-party as a result of the Customer's misuse of any proprietary materials or products supplied under this IAA, the Customer agrees to indemnify, defend and hold harmless the DTS from any and all claims and losses regarding the Customer's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this IAA. If litigation arises as a result of the Customer's breach of these obligations, the Customer will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by the DTS in defense or settlement of the legal action or proceeding.

5. LIMITATION OF LIABILITY

The DTS shall not be liable for any activity involving the Customer's installation of the product, the Customer's use of the product, or the results obtained from such use. The DTS shall not be liable for any unauthorized access to Customer data or any unauthorized disclosure of Customer data resulting from the Customer's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

In no event shall the DTS be liable to the Customer for consequential damages, even if notification has been given as to the possibility of such damages.

6. DIGITAL CERTIFICATE SERVICES INDEMNITY

To the extent that this IAA involves digital certificate services, the Customer shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by the DTS. The Customer acknowledges that the DTS has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. The Customer is a third-party beneficiary of the underlying contracts and the DTS vendor contracts provide that, as a third party beneficiary, the Customer has the right to sue the service vendor for any default or breach in the performance of the contract. In the event the Customer wishes to pursue a legal claim against the service vendor and the Customer elects to have the DTS represent it in any legal proceedings, the Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or any other similar claim for injury or loss, arising from the Customer's use of any digital certificate services provided by the DTS under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

7. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY

To the extent that this IAA involves Virtual Private Network (VPN) services, the Customer shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this IAA. The Customer acknowledges that the DTS has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. The Customer is a third-party beneficiary of the underlying contracts and the DTS vendor contracts provide that, as a third party beneficiary, the Customer has the right to sue the service vendor for any default or breach in the performance of the contract. In the event the Customer wishes to pursue a legal claim against the service vendor and the Customer elects to have the DTS represent it in any legal proceedings, the Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or any other similar claim for injury or loss, arising from the Customer's use of any VPN services provided by the DTS under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

8. FUNDING INQUIRY

The DTS is required by the Department of Finance and the Federal Department of Health and Human Services to maintain funding information for state and federal audits. *(See Exhibit H for department information.)*

9. OPERATIONAL RECOVERY INQUIRY

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS's Operational Recovery Coordinator and are based on agency individual requirements.

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the DTS. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Customer's systems in the event of a disaster. (See *Exhibit H* for department information.)

10. RETENTION AND PURGING OF ELECTRONIC DATA FOR PURPOSES OF DISCOVERY

The Customer shall contact the DTS, in writing, with instructions regarding the retention and purging of electronic data. As the repository of the Customer's electronic data, the DTS has no control over the retention and purging of said data, beyond that which the Customer specifically directs.

Should the Customer become involved in litigation, or the Customer informs the DTS that litigation is reasonably foreseeable and that all electronic data from that point forward must be retained (and/or any previous electronic data restored), it is the Customer's sole responsibility to give written instructions to the DTS including, but not limited to, a clear and concise description of the data to be stored; the manner in which the electronic data is to be stored; the period for which the electronic data is to be stored, and whether or not back up tapes are to be made. Further, it is the Customer's sole responsibility to contact the DTS, in writing, and advise when said documentation is to be destroyed. Upon completion of said purging, the DTS shall send a letter to the Customer confirming destruction of the described data.

Should the Customer's electronic data be subject to a Public Records Act (PRA) request to produce electronic data or to produce documents in an electronic format it is (as set forth in Government Code section 6250 et seq.), the Customer's sole responsibility to communicate with the requestor, and to produce said documents at its own costs and expense. It is in the Customer's discretion to determine if the DTS' services are desired or necessary to extract information responsive to the PRA request that may be stored electronically and, therefore, to retain the DTS for such services in a separate agreement.

11. AFTER-HOURS SITE CONTACT INFORMATION

In an effort to better serve you, the DTS requests that your organization provide after-hours site contact information. This information will be used by the DTS 24/7 Service Desk in the event that an after-hours outage occurs at your site and it becomes necessary to dispatch a vendor to the site to restore service or to have someone from your organization check on your equipment.

Customer Responsibilities – If the Customer has mission critical operations that may require service during off hours, the Customer will provide primary and backup after-hours site contact information for each site to which the DTS provides system or network services. The Customer will include cell, pager and/or home numbers for these contacts and the contacts' email addresses. The Customer will additionally provide the same contact information for the CIO in the customer department. In the event the DTS is unable to connect with the primary and secondary contacts, the DTS will contact the organization's CIO. Upon any changes to this information, the Customer will provide updates to the DTS within five (5) State business days.

DTS Responsibilities – The DTS will maintain customer contact lists in a secured environment. The DTS will not release any customer contact information to other organizations or vendors. When necessary, the DTS 24/7 Service Desk will connect customers with other organization's staff or vendors, but will not provide the telephone numbers. The DTS 24/7 Service Desk will contact the organization site contacts after-hours only in the event that is necessary to arrange a vendor dispatch or to have the customer check on their equipment as part of the incident resolution. The regular customer contacts (telephone and email) defined in the DTS Remedy ticket system will be used for the normal, non-afterhours ticket communications.

By not supplying the requested after-hours contact information, the customer accepts responsibility for a delayed restoration in services in the event that an after-hours outage requires DTS to dispatch a vendor and/or the customer to the customer's site.

ALTERATIONS TO IAA*

***Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this IAA.**

SAM – Information Technology

Certification Requirements

4832 Illustration 1

CERTIFICATION OF COMPLIANCE WITH POLICIES

Pursuant to SAM sections 4819.41 and 4832

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in the State Administrative Manual (SAM); any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance, myself or my designee; and, that the foregoing statements are true to the best of my knowledge and belief.

(Date)

Signature and Title
(Specify Director or designee)

JUSTIFICATION AND APPROVAL REFERENCE INFORMATION

_____ Finance approved FSR	_____ DOF Project #	_____ Approval Date
_____ Agency approved FSR	_____ Agency Project #	_____ Approval Date
_____ DMCP	_____ DMCP #	_____ Approval Date
	_____ Project Title	

 X **Data Center IAA** - This is an Interagency Agreement. It involves multiple projects, the funding level is appropriate and the nature and scope of services to be supplied by the data center are consistent with the various approved FSRs and PIERs of this agency; and the required project reporting associated with each active project is current.

SECURITY COMPLIANCE STATEMENT

The customer Information Security Officer or designee is required to complete and sign the Security Compliance Statement.

The DTS provides for the integrity and security of customer information assets, and complies with the policies as set forth in the State Administrative Manual sections 5300-5360.1. Entities requesting to connect their networks or their network devices to the DTS network or resources accessible on the DTS' network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to the DTS or a resource accessible on the DTS' network.

- A. Firewalls** - This requirement provides a reliable mechanism to help protect the DTS and its customers' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.
- **Definition** - A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
 - **Requirements** - Any network used by a Customer to connect to the DTS information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The customer shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms, and circuit-level gateways.
- B. Physical Security** - This requirement ensures that the hardware that permits network access to the DTS is adequately protected to prevent harm to the physical components that enable connectivity between the customer's network and the DTS.
- **Definition** - Physical security involves measures taken to prevent physical access which may allow loss of or damage to the system or the information stored on it.
 - **Requirements** - Physical access to network components, servers, and data storage components used in conjunction with access to DTS' information resources should be limited to the appropriate designated staff responsible for implementing and maintaining the components.
- C. Access Control** - This requirement ensures that policies, procedures and technology mechanisms are in place for the DTS' customers only to limit access to the DTS' network and the information resources in the DTS' custody to those authorized individuals or entities.
- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors and to allow access by those customers while preventing access by others.
 - **Requirements** - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under the DTS' custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

The DTS is requiring Security Compliance for audit purposes.

- ☒ Customer is in full compliance with the aforementioned security requirements.
- ☐ Customer is not in full compliance; however, it will contact the DTS' Information Security Officer at (916) 739-7697 to develop a plan of action for compliance with the security requirements.
- ☐ Not Applicable – Customer does not have a network connection to the DTS.

Information Security Officer Signature

Date

CUSTOMER COMPLETION FORM

DEPARTMENT OF TECHNOLOGY SERVICES: (See Exhibit A, Page 1, Item 3)

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
DTS IAA COORDINATOR – Y-18 ADMINISTRATIVE SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 739-7514 FAX (916) 451-0780 EMAIL: iaacoordinator@dts.ca.gov	PHONE: (916) 454-7225 FAX: (916) 454-7273

STATE OF CALIFORNIA:

CONTRACT ANALYST:	BILLING CONTACT:
Kay Weaver	Lina Lopez
ADDRESS: 450 N Street, MIC 24 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 23 Sacramento, CA 95814
PHONE: (916) 445-1174 FAX: (916) 322-3184 EMAIL: Kay.Weaver@boe.ca.gov	PHONE: (916) 327-9638 FAX: (916) 445-2884 EMAIL: Lina.Lopez@boe.ca.gov
CONTRACT ADMINISTRATOR:	TECHNICAL CONTACT:
Mark Peletta	Claudia Neal
ADDRESS: 450 N Street, MIC 24 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 26 Sacrament
PHONE: (916) 323-1089 FAX: (916) 327-3483 EMAIL: Mark.Peletta@boe.ca.gov	PHONE: (916) 323-1671 FAX: (916) 327-3483 EMAIL: Claudia.Neal@boe.ca.gov

PAYMENT TERMS (See Exhibit B, Page 2 of 2, Item 4, C)

Customer invoices will be processed by Direct Transfer.

Direct Transfer - DTS will process monthly invoice in arrears by direct transfer. Customer will continue to receive monthly invoice.

Appropriation Data Required to Process Direct Transfer:

Fund Number: 0001

Category: 30

Sub Fund:

Program:

Agency Code: 0860_

Element:

Fiscal Year: 09/10

Component:

Reference: 001

Task:

FUNDING INQUIRY (See Exhibit D, Page 2 of 3, Item 9)

The DTS is mandated by the Department of Finance and the Department of Health and Human Services to maintain funding information for state and federal audits.

- | | | |
|---|--------------|-------------|
| A. Does your agency receive any federal funds? | Yes X | No |
| B. If yes, does funding for this IAA contain any federal funds? | Yes | No X |
| C. If yes, what dollar amount received by the DTS is federal money? | \$ | |

OPERATIONAL RECOVERY INQUIRY (See Exhibit D, Page 2 of 3, Item 10)

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS' Operational Recovery Coordinator and are based on agency individual requirements.

- | | | |
|---|--------------|----|
| A. Does your agency plan to use this service during the term of this Agreement? | Yes X | No |
| B. If yes, are funds included in this IAA for these services? | Yes X | No |
| C. If no, when will the IAA be amended to add funds for these services? | Date | |

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the DTS. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

DTS SERVICE CATALOG

The DTS Service Catalog (servicecatalog.dts.ca.gov) describes the DTS services and associated service delivery information. As Service Level Agreements (SLAs) are developed for each service, they will be added to the catalog. The DTS Service Catalog is hereby incorporated by reference as if fully set forth within this Agreement.

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

09-018☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

DEPARTMENT OF TECHNOLOGY SERVICES

2. FEDERAL I.D. NUMBER

68-0278724

3. AGENCY TRANSMITTING AGREEMENT

State Board of Equalization

4. DIVISION, BUREAU, OR OTHER UNIT

Technology Services Division

5. AGENCY BILLING CODE

024000

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Kay Weaver (916) 445-1174 E-mail: Kay.Weaver@boe.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO☒ YES (If YES, enter prior contractor
name and Agreement Number)

08-003, Dept. of Technology Services

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Computer processing and related services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Provide computer processing for mainframe and client services housed at the Department of Technology Services and related processing services.

10. PAYMENT TERMS (More than one may apply.)

☒ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☒ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE

\$ _____ Or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General	0860-001-0001	09-10		2009	\$ 10,000,000.00
					\$
					\$

OBJECT CODE **381-4280**AGREEMENT TOTAL \$ **10,000,000.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ **10,000,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ **10,000,000.00**

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/09	06/30/10	\$ 10,000,000.00	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 10,000,000.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:☐ REQUEST FOR PROPOSAL (RFP)☐ INVITATION FOR BID (IFB)☐ USE OF MASTER SERVICE AGREEMENT*(Attach justification if secondary method is used)*☐ SOLE SOURCE CONTRACT☒ EXEMPT FROM BIDDING☒ OTHER *(Explain)***PCC 10340(b)(3)***(Attach STD. 821)**(Give authority for exempt status)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

IAA WITH GOVERNMENT AGENCY

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.*Justification:***IAA WITH GOVERNMENT AGENCY****18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?**☐ NO ☐ YES ☒ N/A**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**☐ NO ☐ YES ☒ N/A**20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?**☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A**21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

A. CONTRACTOR CERTIFICATION CLAUSES

☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD

☐ NO ☐ YES ☒ N/A**22. REQUIRED RESOLUTIONS ARE ATTACHED**☐ NO ☐ YES ☒ N/A**23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?** *(If an amendment, explain changes, if any)*☐ NO *(Explain below)*☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.*Explain:* **IAA WITH GOVERNMENT AGENCY****EXEMPT****24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?**☒ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

